

Official Contest Rules

July 4th “American Landmarks” Instagram Contest

Contest Sponsors¹

July 4th “American Landmarks” Instagram Contest (the “Contest”) is sponsored by the U.S. Department of State, and the United States Embassy in Ukraine (the “Contest Sponsors”).

Description of Contest Objectives

The purpose of the contest is to educate our audience on American culture, history and geography; increase awareness of U.S. Independence Day, July 4; and to promote discussion of the U.S.-Ukrainian relationship.

Platform(s)

The Contest will be conducted on the Instagram platform. The contest winners may also be announced on the Facebook and Twitter; however Instagram, Facebook and Twitter are not partners or sponsors of the contest. Contestants are reminded that, by participating in the contest and uploading content to Instagram, they are bound by Instagram’s Terms of Service and any agreements with Instagram contained therein.

How to Enter

From June 19 to June 28, 2017, on each of these ten days, at 3:00 p.m., a distorted or obfuscated image of a well-known American landmark will be posted on the Embassy’s Instagram **@usembkyiv**. The audience will be asked to name the landmark shown in the image. To participate, contestants will post their answer in the comments to the original post within 24 hours. To increase your chances of winning, answer as many questions as you like. All correct answers under each post will participate in the prize raffle.

An eligible reply should include:

- Name of the landmark
- Handle @amhousekyiv

¹ Throughout the contest rules, the term “sponsors” is used to represent either single or multiple sponsors, where applicable.

- Handle @chamber_ua
- Tag two of your friends

One person should submit only one answer to each question; those who submit more than one answer, will be disqualified. If there are no correct replies within 3 hours, written clues will be provided in the comments to the original post.

Participation in this contest is deemed as acceptance of these **Official Contest Rules**.

The Contest starts at 3:00 p.m. Monday, June 19, Kyiv local time. Answers may be submitted between 3:00 p.m. Monday, June 19, and 2:59 p.m. Thursday, June 29. The prize raffle begins on Thursday, June 29 and ends on Friday, June 30.

Prizes

The five winners will be announced on the Embassy's Instagram @usembkyiv on Friday, June 30, 2017. Each of the winners will be randomly awarded a gift bag from the contest sponsors America House Kyiv and the American Chamber of Commerce. Gift bags will include tickets to the Annual American Independence Day Picnic 2017, which will take place the next day, July 1, 2017.

Content Requirements

- Submissions must not contain obscenity, explicit sexual material, nudity, profanity, graphic violence, calls or incitement to violence, commercial solicitation or commercial promotion. Submissions must conform to local law and must not contain content or images that could be considered abusive, inflammatory, denigrating, or disrespectful to any of the Contest Sponsors, or to any groups, individuals or institutions. Submissions must adhere both in appearance and in fact to the norms of civil discourse. In other words, the content of all submissions must be suitable for a global, public audience.
- Submissions must be original content created by the contestant and must not contain any elements that are protected by someone else's copyright or otherwise subject to third party intellectual property or proprietary rights, including privacy and publicity rights (except as expressly permitted below in (d)). Contest Sponsors recognize no allowance for "fair use" of copyrighted material, nor do Contest Sponsors recognize allowance for use of licensed materials created or owned by a third party.
- Contest Sponsors reserve the right to disqualify, at their sole and absolute discretion, any submission that does not adhere to these criteria and to the intent and substance of these Official Contest Rules.
- In the event of any question or difference of views regarding compliance with, interpretation, or application of these content requirements or other provisions of these

Official Contest Rules, Contest Sponsors reserve the exclusive right to resolve such questions or differences of views in their sole discretion.

Eligibility

- a. Contestants must be at least 13 years old on the date of entry into the contest. Parental or legal guardian consent is required for individuals under the age of 18. Contestants must be residents of Ukraine and may not be U.S. citizens or lawful permanent residents.
- b. The individual submitting the entry will be considered the contestant and will be the only individual eligible to compete for the prize. Organizations are not eligible to compete for the prize, either as an entity, or through representation by an individual. In order to be eligible for the prize, the contestant must provide complete and accurate information.
- c. The following individuals are not eligible to participate in the contest: Employees, interns, directors, and officers of the Contest Sponsors, Instagram, or the U.S. Government; or any employees, interns, directors, or officers of any agencies, companies or entities involved in the administration, advertising, judging, creation, development, execution, and/or fulfillment of this contest, and the immediate family members (defined as spouse, recognized partner, parent, child, sibling, and spouse or "step" of each) and those living in the same household of each such individual.
- d. Once a submission has been accepted for entry into the contest, the contestant's name (or User ID, if the contestant wishes to remain anonymous) and country may be publicly identified at the sole discretion of the contestant.

Selection of Winners

- a. All entries are subject to pre-screening by Contest Sponsors to ensure compliance with these Official Contest Rules. Any entries out of compliance will not be considered. Contest Sponsors reserve the right in their sole and absolute discretion to verify in the final analysis whether a potential finalist or potential winning submission has fully complied with these Official Contest Rules before awarding prize, recognizing a winner, etc.
- b. Raffle: Instagram handles of entrants who provided correct answers, will be printed out on pieces of paper, which will be shuffled, and five winners will be selected in random order. If a person is selected twice, he or she would be eligible for one prize package.
- c. **Winners:** Each winner and/or finalist will be required to sign and return to Contest Sponsors a statement of eligibility and liability/publicity release, and provide a short bio (where applicable), and a brief statement about the submission; otherwise the winner and/or finalist will be ineligible for any prize. Winners and finalists may choose to use an

alias instead of their real name and may request other identifying information be kept private.

- d. Potential winners will be notified via posting of their Instagram username on the official Instagram account of the U.S. Embassy in Ukraine on **June 30, 2017**.
- e. Potential winners will be contacted via the Embassy's Instagram account with a request to claim their prizes. If a potential winner does not contact the Embassy **within ten calendar days**, this may result in their disqualification and/or selection of an alternate winner from among all remaining eligible submissions.

Prize(s)

- a. Each of five winners will be randomly awarded **a gift bag** from the contest sponsors [America House Kyiv](#) and the [American Chamber of Commerce](#). Some packages will include tickets to the ACC [Annual American Independence Day Picnic 2017](#), which will take place the next day, July 1, 2017.
- b. Instagram handles of winners may be displayed on the U.S. Embassy in Ukraine's website, social media properties and/or in the Embassy itself.
- c. Winners have to confirm the acceptance of the prize in an Instagram private message reply **within ten calendar** days. If the acceptance is not confirmed by the required date, the Contest Sponsors reserve the right to select an alternate winner.
- d. Each winner must provide a **valid physical/electronic mailing address** where a prize, if any, is to be delivered. Contest Sponsors are not responsible for any problems related to the shipping of any prize, including, but not limited to, theft, delay, damage, or destruction/accidental loss by the shipping carrier.
- e. Any unused portion of the prize is not transferable, convertible, or exchangeable and cannot be taken as cash. All taxes on or in connection with any prize, and the reporting consequences thereof, are the sole and exclusive responsibility of the winner.

Liability and Rights

- a. Contest Sponsors do not endorse any submissions or messages expressed therein, and Contest Sponsors expressly disclaim any and all liability in connection with the submissions including disputes between collaborators related to a submission.
- b. The contest and its sponsors do not permit copyright infringing activities or infringement of any other intellectual property rights, and Contest Sponsors reserve the right to remove and disqualify any submission they deem to be in violation of another party's copyright or other intellectual property rights.

- c. Contestant assumes sole responsibility for the contest submission and the material contained in it, and for any consequences of submitting or posting it.
- d. Contest Sponsors reserve the right at any time to verify the validity of entries and of contestants and to disqualify any contestant or entry deemed not in compliance with these Official Contest Rules. Contest Sponsors also reserve the right to request further documentation, at their sole and absolute discretion, to verify eligibility and compliance with these Official Contest Rules.
- e. If a prize or any portion thereof is unavailable, Contest Sponsors, in their sole discretion, reserve the right to substitute the prize with another prize of equal or greater value and/or specification.
- f. Contest Sponsors reserve the right, at any time and in their sole discretion, to disqualify and/or deem ineligible any individual who they reasonably believe (i) has violated the Official Contest Rules; (ii) has violated the terms of use of platform, or (iii) is acting in a bad faith, or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- g. Contest Sponsors reserve the right to modify, suspend, terminate or cancel the contest at their discretion for any reason.
- h. Contestant agrees to indemnify and hold harmless Contest Sponsors, their parent, subsidiary and affiliated companies, officers, directors, employees, interns, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debts, and expenses (including but not limited to attorney's fees) arising from (i) violation of these Official Contest Rules; (ii) violation of any third party right, including without limitation any copyright, trademark, intellectual property, privacy, publicity, or other proprietary right in connection with the contest; or (iii) any claim that a contest submission caused any harm, including financial, to any third party. These indemnification and hold harmless obligations will survive indefinitely beyond the conclusion of the contest.
- i. The conduct, judging, and awarding of prizes will be carried out in full compliance with applicable U.S. law and host country law. In the event of a conflict between U.S. law and host country law, U.S. law shall apply.
- j. Contest Sponsors and the U.S. Government will take reasonable measures to protect privacy data, personally identifiable information, and other sensitive data of contestants. Contact information provided by contestants may be stored by the U.S. Embassy in Ukraine and may be used to contact contestants for other purposes in the future. This information may be shared with the co-sponsor of the contest and/or made available to third parties to the extent permitted by law.
- k. Contest Sponsors assume no liability or responsibility for any loss or harm resulting from any user's participation in or attempt to participate in the contest or ability or inability to upload, download, or otherwise access any information in connection with participating in

the contest. Contest Sponsors assume no responsibility or liability for technical problems, or technical malfunctions arising in connection with the operation of the contest, including: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the contest site in whole or in part for any reason; traffic congestion on the Internet or the contest site; unauthorized human or non-human intervention in the operation of the contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the contest.

- l. Use of contest site is at user's own risk. Contest Sponsors are not responsible for any personal injury, property damage, or losses of any kind which may be sustained to computer equipment resulting from participation in the contest, use of the contest site or the downloading of information from the contest site. By participating in the contest, the contestant releases Contest Sponsors from any and all claims arising from or relating to such contestant's participation in the contest, whether directly or indirectly.
- m. Contest Sponsors are not liable in the event that any portion of the contest is cancelled or delayed due to weather, fire, strike, acts of war or terrorism, or any other reason.